

**AUTOMOTIVE INDUSTRIES
HEALTH & WELFARE**

**AGREEMENT AND DECLARATION OF
TRUST**





(June, 2002)

**and
Amendments (1 - 7)**

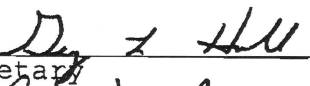
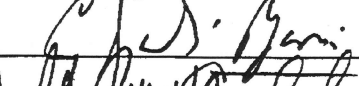
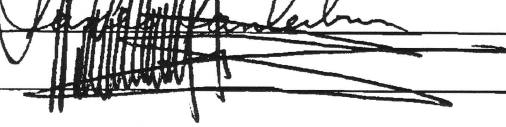
AUTOMOTIVE INDUSTRIES WELFARE FUND TRUST AGREEMENT
(Restated June, 2002)

In accordance with Article VII of the Automotive Industries Welfare Fund Trust Agreement, the undersigned Trustees hereby amend and restate the Trust Agreement in its entirety as set forth on the following pages, effective June 4, 2002.

UNION TRUSTEES


Chairperson




EMPLOYER TRUSTEES


Secretary



Executed at Alameda, California on June 4, 2002.

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I - PRELIMINARY PROVISIONS	2
Section 1 - Recital	2
Section 2 - Name of Trust	2
Section 3 - Parties Hereto	2
Section 4 - Purpose of Trust Agreement	2
ARTICLE II - DEFINITIONS	2
Section 1 - Trust and Trust Agreement	2
Section 2 - Health and Welfare Agreement	3
Section 3 - Employer	3
Section 4 - Employer Association	3
Section 5 - Union	3
Section 6 - Employee	4
Section 7 - Retired Employee	4
Section 8 - Trustee	4
Section 9 - Union Trustee	4
Section 10 - Employer Trustee	4
Section 11 - Employer Contributions	4
ARTICLE III - TRUST	5
Section 1 - Establishment of Trust	5
Section 2 - Restrictions on Employer Contributions	5
Section 3 - Amount of Employer Contributions	6
Section 4 - Limitation on Liabilities of Employers	6
Section 5 - Limitations on Liability for Obligations of Trust	6
Section 6 - Principal Office of Trust	7
Section 7 - Place of Payment of Employer Contributions	7
ARTICLE IV - THE TRUSTEES	7
Section 1 - Number of Trustees	7
Section 2 - Appointment and Removal of Employer Trustees	8
Section 3 - Appointment and Removal of Union Trustees	9
Section 4 - Cessation of the Power to Appoint	9
Section 5 - Resignation of Trustees	10
Section 6 - Obligations of Resigned or Removed Trustee	10
Section 7 - Acceptance of Appointment by Successor or New Trustee	11
Section 8 - Expenses of Trustees	11
Section 9 - Costs and Expenses of Suits	11
Section 10 - Meetings of Trustees	11
Section 11 - Quorum of Trustees	12
Section 12 - Votes of Trustees	12
Section 13 - Action of Trustees Without a Meeting	13
Section 14 - Deadlock Between Trustees	14

TABLE OF CONTENTS

	Page
Section 15 - Audit of Trust	14
Section 16 - Checks	15
Section 17 - Bonds of Trustees	15
Section 18 - Collection of Employer Contributions and Inspection of Employment Records	15
A. Payment of Contributions	15
1. Time and Place of Payment	15
2. Report Forms	15
B. Delinquent Contributions	16
1. When Employer Considered Delinquent	16
2. Liquidated Damages	16
3. Interest	18
C. Recordkeeping and Audits	18
D. Collection Actions	19
E. Mistaken Contributions	20
1. Discretionary Refunds	20
2. Coverage Based on Mistaken Contributions	21
F. Cooperation with Joint Board	21
G. Rules and Regulations	22
Section 19 - General Powers of Trustees	22
Section 20 - Trustees' Powers and Duties with Regard to Administration	24
Section 21 - Deposit of Monies and Safekeeping of Trust	26
Section 22 - Reserve Funds	26
Section 23 - Construction of Trust Agreement by Trustees and Finality of Decisions	26
Section 24 - Responsibility of Trustees	27
Section 25 - Persons Dealing with Trustees	27
Section 26 - Responsibilities of Persons Other Than Trustees	28
Section 27 - Non-Liability of Trustees for Acts of Other Persons	28
ARTICLE V - NON-DIVERSION OF TRUST	28
ARTICLE VI - AMENDMENT OF TRUST AGREEMENT	29
ARTICLE VII - FUNCTIONS OF EMPLOYER ASSOCIATIONS AND UNIONS	29
Section 1 - Employer Associations	29
Section 2 - Unions	29
ARTICLE VIII - ADMISSION OF UNIONS AND EMPLOYEES	30
ARTICLE IX - DEDUCTION OF EMPLOYER CONTRIBUTIONS	30
ARTICLE X - TERMINATION OF TRUST	31

AUTOMOTIVE INDUSTRIES WELFARE FUND TRUST AGREEMENT
(Restated June, 2002)

PREAMBLE

This Automotive Industries Welfare Fund Trust Agreement was originally made and entered into as of the 1st day of October, 1956, in the County of Alameda, State of California, by and between:

AUTOMOTIVE INDUSTRIES, INC., a California corporation; SOUTHERN ALAMEDA COUNTY MOTOR CAR DEALERS ASSOCIATION, a California corporation; RICHMOND MOTOR CAR DEALERS ASSOCIATION, a California corporation; EAST BAY AUTOMOTIVE JOBBERS ASSOCIATION, INC., a California corporation; CALIFORNIA TRUCKING ASSOCIATION, a California corporation; and DRAYMEN'S ASSOCIATION OF ALAMEDA COUNTY, a California corporation, for and on behalf of each of the Employers represented by said corporations; and such other Employer Associations and Employers as fall within the definitions of "Employer" and "Employer Associations" hereinafter set forth;

and

EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546; TEAMSTERS UNION, LOCAL 78; AUTO & SHIP PAINTERS, LOCAL 1176; NORTHERN CALIFORNIA AUTOMOTIVE MACHINISTS COUNCIL; and EAST BAY AUTOMOTIVE COUNCIL; for and on behalf of the union locals represented by them; and such other local unions and associations of unions as fall within the definition of "Union" hereinafter set forth; hereinafter collectively referred to as the "Unions";

and

The individual trustees whose signatures are subscribed hereto, and their successors, hereinafter collectively referred to as the "Trustees";

W I T N E S S E T H:

That for and in consideration of the following mutual covenants, the parties hereto agree as follows:

ARTICLE I - PRELIMINARY PROVISIONS

Section 1 - Recital: The Employer Associations or Employers and the Unions have heretofore entered into collective bargaining agreements requiring payments by the Employers into a Welfare Trust Fund for each employee covered by such collective bargaining agreements, to establish a health and welfare plan for said employees.

Section 2 - Name of Trust: The health and welfare plan established by said collective bargaining agreements and this Trust Agreement is the "Automotive Industries Welfare Fund."

Section 3 - Parties Hereto: Each Union and each of the Employers upon whose behalf this agreement is executed by a party signatory hereto, or which executes a document in writing agreeing to become a party to and to be bound by the provisions of this Trust Agreement, which is hereafter filed with and accepted by the Trustees, shall be deemed a party hereto.

Section 4 - Purpose of Trust Agreement: The purpose of this Trust Agreement is to establish and maintain a health and welfare plan and a trust fund which will conform to the applicable requirements of the Labor-Management Relations Act of 1947, as amended, and will qualify as an exempt welfare trust pursuant to the applicable provisions of the Internal Revenue Code of 1954.

ARTICLE II - DEFINITIONS

Section 1 - Trust and Trust Agreement: The term "Trust" as used herein means the trust fund established by this agreement; and the term "Trust Agreement" as used herein means this agreement.

Section 2 - Health and Welfare Agreement: The term "Health and Welfare Agreement" as used herein shall mean any written agreement by an Employer (including the collective bargaining agreements hereinabove referred to) and amendments and addenda thereto and stipulations thereunder, which provides for contributions, as set forth in Article III of this Trust Agreement, by such Employer to this Trust. Any Health and Welfare Agreement hereinabove referred to shall be subject to approval by the Trustees.

Section 3 - Employer: The term "Employer" as used herein includes any association, individual, partnership, joint venture, trust, corporation or other entity, which at the time of reference, has a Health and Welfare Agreement in effect and is a party to this Trust Agreement.

Section 4 - Employer Association: The term "Employer Association" as used herein means Automotive Industries, Inc., East Bay Automotive Jobbers Association, Inc., California Trucking Association, East Bay Motor Car Dealers Association, Inc., and any other corporation or association representing Employers which executes a document in writing agreeing to become a party to and be bound by this Trust Agreement, which is hereafter filed with and approved by the Trustees.

Section 5 - Union: The term "Union" as used herein shall include any local union or council of unions which has a Health and Welfare Agreement in effect with an Employer and is a party to this Trust Agreement.

Section 6 - Employee: The term "Employee" as used herein, means any person on whose account an Employer is at the time of reference required to make Employer Contributions into this Trust under a Health and Welfare Agreement. For the sole purpose of permitting employees of any of the Unions and the Trustees to receive benefits hereunder, employees of the Unions and the Trustees shall be considered Employers hereunder, if any such Union or Trustees execute a Health and Welfare Agreement requiring the same Employer Contributions as are required of other Employers.

Section 7 - Retired Employee: The term "Retired Employee" as used herein means an Employee or Former Employee who retires after September 1, 1955, and who is entitled to receive benefits under this Trust.

Section 8 - Trustee: The term "Trustee" as used herein shall include any person designated as a Trustee under or pursuant to Article V of this Trust Agreement.

Section 9 - Union Trustee: The term "Union Trustee" as used herein shall mean any Trustee appointed solely by the Unions or on behalf of the Unions.

Section 10 - Employer Trustee: The term "Employer Trustee" as used herein shall mean any Trustee appointed solely by the Employers or on behalf of the Employers.

Section 11 - Employer Contributions: The term "Employer Contributions" as used herein shall mean payments made or required to be made into the Trust by an Employer.

ARTICLE III - TRUST

Section 1 - Establishment of Trust: There is hereby established the Automotive Industries Welfare Fund, for the sole and exclusive benefit of the Employees or former Employees, and their beneficiaries, through the provision of health and welfare benefits. The Trust shall consist of all Employer Contributions, and investments and reinvestments thereof, and all interest, income and returns thereon, and all other receipts of every kind, received by the Trustees.

Section 2 - Restrictions on Employer Contributions: The Employer Contributions received by the Trust shall not constitute or be deemed wages paid to Employees, nor shall the Employer Contributions or the Trust in any manner be liable for or subject to the debts, contracts, or liabilities of the Unions, any Employer Association, any of the Employees, any of the Employers, or any of the Trustees in any capacity other than their capacity as Trustees. No Employee shall have the right to receive any part of the Employer Contributions instead of the benefits hereby provided, nor to assign the benefits hereby provided, nor to receive a cash or other consideration in lieu of such benefits. Neither the Unions, the Employers, the Employees, nor any other person or association shall have any right, title or interest in or to the Trust. No money, property, equity, or interest of any nature whatsoever in the Trust, or in any benefits or monies payable therefrom, shall be subject in any manner by any Employee, retired employee, or person claiming through any of them, to anticipation,

alienation, sale, transfer, assignment, lien, charge, or claims of creditors, and any attempt to cause the same shall be null and void.

Section 3 - Amount of Employer Contributions: Each Employer shall make such Employer Contributions to the Trust as are required by the Health and Welfare Agreement applicable to such Employer. Except as may be required by law, no Individual Employee shall be required to make contributions to the Automotive Industries Welfare Fund unless there is a collective bargaining agreement or individual agreement in existence requiring such contributions from such Individual Employer.

Section 4 - Limitation on Liabilities of Employers: None of the Employer Associations, nor any officer, agent, employee, or committee member of such Association (except in his capacity as an Employer) shall be obligated to make any payments into the Trust. The liability of any Employer to the Trust or otherwise shall be limited to the liabilities established by the Health and Welfare Agreement applicable to such Employer, and in no event shall any Employer be liable or responsible for any portion of any Employer Contribution due from any other Employer. No Employer shall be obligated to make any payments for the cost of operation of the Trust except as provided in a Pension Agreement applicable to such Employer.

Section 5 - Limitations on Liability for Obligations of Trust: Neither any Employer Association, Employer, Union, or Employee shall be liable or responsible for any debts, liabilities or obligations of the Trust or the Trustees.

Section 6 - Principal Office of Trust: The Trustees shall establish the principal office of the Trust at such place in the County of Alameda, State of California as the Trustees shall from time to time select.

Section 7 - Place of Payment of Employer Contributions: Employer Contributions shall be due and payable at the principal office of the Trustees, and shall be accompanied by such reports as the Trustees may require.

ARTICLE IV - THE TRUSTEES

Section 1 - Number of Trustees: There shall be ten (10) Trustees of the Trust. Five (5) of the Trustees shall be appointed on behalf of the Unions in the manner hereinafter provided and shall be designated Union Trustees. Five (5) of the Trustees shall be appointed on behalf of the Employers in the manner hereinafter provided and shall be designated Employer Trustees. Alternate Employer Trustees and Union Trustees may be appointed by the same procedure as successor Trustees are appointed, to act in the absence of a Trustee, or in the case of a Trustee's inability to act. The Trustees shall from time to time select a Chairman and a Secretary from among their membership. One (1) of these officers shall be selected from among the Employer Trustees and one (1) from among the Union Trustees.

The selection which occurred in June 2001 of Trustee Jim Beno as Chairperson and of Trustee George Hall as Secretary of the Board of Trustees under this Section shall be for a term ending at the first meeting of the Board of Trustees after January 1, 2003. The meeting

and vote on the election of a Chairperson and of a Secretary for the next term shall occur within sixty (60) days after January 1, 2003. Thereafter, the term of office of the Chairperson and of the Secretary shall end at the first meeting of the Board of Trustees following the January 1st of each odd-numbered year. In each odd-numbered year a meeting and a vote on the election of a Chairperson and a Secretary for the following term shall occur within sixty (60) days after January 1st of that year. The Board of Trustees shall maintain at all times the authority to remove the Chairperson and the Secretary from those positions for good cause. Upon the mid-term death, resignation or removal of a Chairperson or a Secretary of the Board of Trustees, the Board of Trustees shall elect a Trustee in a manner consistent with the rules of this Section to fill the vacant position for the duration of the term.

Section 2 - Appointment and Removal of Employer Trustees: The following Employer Associations currently have the power to appoint, maintain or remove one (1) Employer Trustee and successors to that Employer Trustee: (a) California Trucking Association, (b) Automotive Industries, Inc., (c) East Bay Automotive Jobbers Association, Inc., (d) East Bay Motor Car Dealers Association, Inc. In addition, the Employer Trustees may appoint, maintain or remove upon majority vote of Employer Trustees a fifth Employer Trustee and successors to that Employer Trustee. Alternatively, the Employer Trustees may designate in writing another Employer Association which represents one (1) or more Employers and which agrees in writing to be party to this Trust

Agreement to appoint, maintain or remove the fifth Employer Trustee and successors thereto.

Section 3 - Appointment and Removal of Union Trustees: The following entities have the power to appoint Union Trustees in the numbers indicated. The East Bay Automotive Council shall appoint, maintain or remove four (4) Union Trustees and successors to those Union Trustees. The Automotive Machinists Coordinating Committee of Northern California shall appoint, maintain or remove one (1) Union Trustee and successors to that Union Trustee.

Section 4 - Cessation of the Power to Appoint: An appointing power described in Sections 2 and 3, above, or its successors, shall cease to have the power to appoint, maintain or remove a Trustee if either (a) it ceases to exist in an active form or (b) it fails to deliver a written appointment of a successor Trustee to the Trustees within one hundred twenty (120) days of transmission of a written notice from the Trustees of the need to make such an appointment. The one hundred twenty (120)-day period may be extended in the sole discretion of the Trustees. In addition, any appointing power, with the exception of the Employer Associations specifically identified in this Trust Agreement, which ceases, after October 3, 1995, to collectively bargain on behalf of Employees or Employers in the Trust will cease to have the power to appoint, maintain or remove any Trustees.

If an entity with the power to appoint, maintain or remove an Employer Trustee ceases to have that power, the Trustee position shall be deemed vacant. The remaining Employer Trustees may by majority vote

(1) appoint, maintain or remove that Employer Trustee or successor, or
(2) designate in writing an Employer Association which represents one or more Employers and which agrees in writing to be party to this Agreement to appoint, maintain or remove that Employer Trustee or successor Trustee.

If an entity with the power to appoint, remove or maintain a Union Trustee ceases to have that power, the Trustee position shall be deemed vacant and the remaining entity or entities with the power to appoint Union Trustees may by majority vote (a) appoint, maintain or remove that Union Trustee or successor Trustee, or (b) designate in writing another entity which represents one (1) or more Unions and which agrees in writing to be party to this Agreement to appoint, maintain or remove that Union Trustee or successor Trustee.

All appointments or removals shall be effective upon receipt by the Trustees of a written appointment by the authorized appointing power and a written acceptance by the appointed Trustee.

Section 5 - Resignation of Trustees: Any Trustee may resign by mailing or delivering his or her written resignation to the other Trustees, who shall provide notice thereof to the entity with the power to appoint a successor Trustee, if any.

Section 6 - Obligations of Resigned or Removed Trustee: Any Trustee who resigns or is removed shall forthwith turn over to the remaining Trustees at the principal office of the Trust any and all

records, books, documents, money, and other property in his or her possession belonging or pertaining to the Trust.

Section 7 - Acceptance of Appointment by Successor or New Trustee:

Any successor or new Trustee selected in the manner hereinabove set forth shall, upon his or her acceptance of such appointment filed in writing with the remaining Trustees, be invested with all of the rights, powers and duties of a Trustee.

Section 8 - Expenses of Trustees: The Trustees shall be entitled to reimbursement of expenses incurred in the performance of their duties consistent with applicable law and the written expense policy adopted by the Trustees.

Section 9 - Costs and Expenses of Suits: The cost and expense of any suit or proceeding brought against the Trustees, including reasonable attorneys' fees, arising out of acts within the course and scope of the powers and duties of the Trustees shall be paid from the Trust to the full extent permitted by law.

Section 10 - Meetings of Trustees: Regular meetings of the Trustees shall be held at such times as the Trustees shall determine by regulations duly adopted by them. Special meetings of the Trustees shall be held upon written notice mailed or delivered by any two Trustees to the other Trustees. All meetings of the Trustees shall be held at the principal office of the Trust. Provided, however, that with the consent of a majority of the Union Trustees and a majority of

the Employer Trustees, any Trustee may participate fully and vote by means of telephone conference call or other electronic means consented to.

At least two (2) days' notice of any special meeting shall be given; provided that such notice need not be given in the case of any meeting scheduled at a previous meeting of the Trustees, except to any Trustee who was not present at the previous meeting. The written notice of each special meeting shall set forth the substance of all matters to be acted upon at the meeting. Written notice of a special meeting may be dispensed with if a quorum is present at the meeting, and if, either before or after the meeting, each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the records of the Trust or made a part of the minutes of the meeting.

Section 11 - Quorum of Trustees: At all meetings of the Trustees five (5) Trustees of whom at least two (2) shall be Union Trustees and at least two (2) shall be Employer Trustees shall constitute a quorum. Trustees who, with required consent, participate in a meeting by electronic means will count towards establishing a quorum.

Section 12 - Votes of Trustees: At all meetings of the Trustees only two (2) votes shall be cast, one (1) on behalf of the Union Trustees as a group, and one (1) on behalf of the Employer Trustees as a group.

The Union Trustees may establish by regulation the requirements to determine how their vote shall be cast; and the Employer Trustees may establish by regulation the requirements to determine how their vote shall be cast. Any Trustee who is unable to attend a meeting may record in writing his or her vote on any matter he or she is informed is to be taken up at a meeting, and may deliver his or her vote over his or her signature to the other Union Trustees or Employer Trustees, as the case may be, to be exercised at the meeting when the vote of the Trustees is taken on the matter. Any Trustee may deliver to any other Union Trustee or Employer Trustee, as the case may be, a written proxy to act or vote in his or her stead. Accurate records of all actions of Trustees shall be maintained.

Section 13 - Action of Trustees Without a Meeting: The Trustees may take any action without a meeting provided that:

(a) a written ballot is mailed with return envelope or transmitted electronically to all Trustees authorized to vote on a matter pursuant to this Trust Agreement;

(b) all ballots received at the Trust Office on or before seven (7) days after the date of mailing or of electronic transmission (and only those ballots) are counted;

(c) all Trustees timely responding vote in favor of the proposed action; and

(d) at least a majority of all Employer Trustees and a majority of all Union Trustees, including those not timely responding, vote in favor of the proposed action.

Any Trustee may designate in a writing filed with the Trust that ballots be transmitted under this Section to and from the Trustee by one or more electronic media specified by the Trustee and available to the Trust. If no designation is filed, ballots will be sent to a Trustee by First Class Mail.

Section 14 - Deadlock Between Trustees:

(a) In the event the Union Trustees and the Employer Trustees deadlock on the administration of the Trust, the Union Trustees and the Employer Trustees shall agree upon an impartial arbitrator to decide such dispute; or in the event of their failure to agree within a reasonable length of time, an impartial arbitrator to decide such dispute shall be appointed by the District Court of the United States in and for the Northern District of California. The fees and expenses of such arbitrator shall be a proper charge against the Trust. The decision of the arbitrator shall be final and binding upon all parties, including the Trustees.

(b) This Trust Agreement shall not be subject to the Adjustment Board or arbitration procedures set forth in any collective bargaining agreement.

Section 15 - Audit of Trust: The Trustees shall maintain accurate books and records of account pertaining to the Trust. An annual audit of each plan which comprises the Trust shall be conducted by certified public accountants selected by the Trustees, and the auditor's report shall be available for inspection by interested persons at the principal office of the Trust.

Section 16 - Checks: All checks or withdrawals from the Trust or the bank account or accounts herein provided shall be signed jointly by one Union Trustee and one Employer Trustee, except as specifically authorized by the Board of Trustees. The Trustees' representing the Unions or the Employers, as the case may be, may authorize one of their respective members to act on behalf of all of them in approving checks or withdrawals, and any Trustee may revoke such authorization on his part by written notice to such other Trustees.

Section 17 - Bonds of Trustees: The Trustees shall be bonded by a duly licensed corporate surety, such bond to cover all misappropriations of funds and other assets as well as other acts or omissions ordinarily covered by a fidelity bond. Such bond shall be in the amount fixed by the Trustees from time to time and shall cover all Trustees. The cost of such bond shall be a proper charge against the Trust.

Section 18 - Collection of Employer Contributions and Inspection of Employment Records:

A. Payment of Contributions.

1. Time and Place of Payment. All required Employer Contributions shall be payable at such place in the county where the Trust's principal place of business is located or such other location as the Trustees may from time to time specify; payment elsewhere shall be permitted only with the Trustees' prior written approval.

2. Report Forms. Payments shall be accompanied by complete reports on forms furnished or approved by the Trust so that

the contributions can be allocated accurately. For any report period for which an Employer fails to file a report, until the proper report is filed by the Employer and accepted by the Trust, the amount due from the Employer for the report period for which the Employer has failed to file shall be deemed to be not less than the amount due pursuant to the most recent complete report filed by the Employer covering an equivalent period of time. The Employer may be compelled by the Trust or its assignee, by way of subpoena, civil discovery or other legal proceeding, to prepare, submit and file with the Trust proper reports for any period for which the Employer has previously failed to file.

B. Delinquent Contributions.

1. When Employer Considered Delinquent. Any Employer contribution shall be deemed delinquent if not received on or before the due date set by the Trustees. The Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to the due date of said Employer's contributions and may require the Employer to post a bond or other security against further delinquencies.

2. Liquidated Damages. It is recognized and acknowledged that the regular and timely payment of Employer contributions is essential to the efficient and fair administration of the Trust and the maintenance of Plan benefits. If Employers do not make timely payments, the Trust incurs additional administrative expense in the form of letters, telephone calls, computer time, and other collection expenses. The Trust is also delayed

or prevented from processing claims by employees for benefits. The Trust's pre-litigation collection expenses and inability to pay benefits constitute damages arising from an Employer's default in making timely payments, and these damages cannot be allowed to deplete the contributions promptly paid by other Employers. It would be extremely difficult and impractical to fix the actual expense and damage to the Trust, over and above attorneys' fees, for each Employer's default.

Therefore, in the case of delinquent contributions which are paid before the filing of a lawsuit to collect the delinquent contributions the amount of liquidated damages due to the Trust resulting from any Employer's default, over and above attorney's fees and interest, shall be at a rate set by the Trustees from time to time. Such amount shall become due and payable to the Trust as liquidated damages, and not as a penalty, but may be waived by the Trustees pursuant to rules and regulations adopted by it. If a lawsuit is filed to collect delinquent contributions the Trust shall be entitled to such liquidated damages as are provided by law, if greater than the rates provided in this subparagraph or set by the Trustees. Such amounts are due and payable to the Trust as liquidated damages and not as a penalty, and such liquidated damages may be waived only pursuant to rules and regulations adopted by the Trustees unless a collection suit against the Employer has been filed, in which case the Trustees may waive liquidated damages as appropriate under the circumstances.

3. Interest. Delinquent contributions shall accrue interest from the first date of the month following the month in which they are due at the rate set by the Trustees from time to time. Provided, however, if a lawsuit is filed to collect delinquent contributions the Trust shall be entitled to interest at such rates as are provided by law, if greater than the amount stated above in this subparagraph. Interest on delinquent contributions may be waived, but only pursuant to rules and regulations adopted by the Trustees unless a collection suit against the Employer has been filed, in which case the Trustees may waive interest as appropriate under the circumstances.

C. Recordkeeping and Audits. Each Employer shall maintain and make available to the Trustees or its representatives such time records, checks, check stubs, quarterly or other pertinent government returns, payroll journals, check registers, cash disbursement journals, general ledgers, and such other records relating to employment for which contributions are payable hereunder, sufficient (a) to determine whether it has satisfied all obligations to the Trust and (b) to permit the Trust to administer the Trust and comply with all applicable laws. These records shall be maintained within California for a period of not less than seven (7) years following the end of the calendar year in which the employment occurs. If an Employer fails to keep records adequate to determine its obligations, there shall be a rebuttable presumption, at the option of the Trust, that all sums paid to participants by such Employer were wages for work for which contributions were payable to this Trust.

The Trustees, or its authorized representatives, may require any Employer to submit to it any information relevant to the administration of the Trust and each Employer specifically waives any privilege it may have with respect to such information. Upon notice in writing, an Employer must permit an authorized Trust representative to enter upon the premises of such Employer at a mutually agreeable time during regular business hours to examine and copy such records as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to the Trust. In the event that an examination of the Employer's records reveals that full and prompt payment of all sums is not being made, then such Employer can be required to reimburse the Trust, in the discretion of the Trustees, for the costs of said examination in addition to any other obligations it may have hereunder.

D. Collection Actions. The Trust may institute legal proceedings to collect delinquent Employer contributions, liquidated damages, interest and attorney's fees. Such proceedings may be instituted in the name of the Trust or the Trustees, or the claim may be assigned to a third person for collection. The county in which the particular Employer contribution is payable shall be a proper county in which to institute legal proceedings to collect all sums owing by the Employer.

The Employer shall reimburse the Trust, or its assignee, for all reasonable attorneys' fees, accountants' fees, cost of attachment bonds, court costs and all other reasonable expenses

incurred in connection with such suit or claim, including any and all appellate proceedings therein. It is recognized that the extent of legal services necessarily incurred in the collection of required Employer contributions may in certain cases have no relation to the fact that the amount of the delinquency is relatively small.

In the event an applicable collective bargaining agreement, subscriber agreement or other written agreement accepted by the Trustees and requiring contributions to the Trust contains provisions relating to collections that specify additional remedies, or obligate the delinquent Employer to greater amounts of liquidated damages, interest, attorneys' fees or other items than those set forth herein, the Trustees, at their option, may pursue the additional remedies or impose the greater charges.

E. Mistaken Contributions. Within the discretion of the Trustees and to the extent permitted under the Internal Revenue Code, ERISA, and regulations issued under those laws, mistaken Employer contributions will be treated as follows:

1. Discretionary Refunds. Mistaken Employer contributions may be returned to the Employer in the Trustees' discretion, without interest or other appreciation, within six (6) months after the Trustees determine that the contribution was made by mistake, provided, however, that a mistaken Employer contribution may not be returned to the Employer unless a written refund request is submitted to the Trust by the Employer within four (4) years of the Due Date of the report form containing the erroneous contributions.

2. Coverage Based on Mistaken Contributions. If a contribution is made on behalf of a person for whom contributions are either not required under the Employer's Contribution Agreement or permitted by law, the Trust shall not be obligated to provide benefits dependent upon such erroneous contributions. If, however, the Trust has provided coverage to ineligible persons in reliance upon mistaken employer contribution report forms (whether or not benefits have actually been paid), then the Trustees may take the following actions:

(a) The Trustees may retain the Employer's contributions and refuse to refund any or all of the mistaken portion; or

(b) The Trustees may recover from the Employer any losses, damages or financial detriment to the Trust resulting from the Employer's mistaken contributions, and in calculating the amount due from the Employer may credit the Employer with the amount of the mistaken contributions and assign to the Employer any right of recovery the Trust may have against any person on whose behalf it has paid benefits based upon such mistaken contributions.

F. Cooperation with Joint Board. Whenever requested by the Trustees, the Employer will distribute to all participants currently in its employ such information as the Trustees deem necessary to carry out its obligations. That distribution shall be made in such manner as the Trustees may specify and without charge to either the participants or the Trust. Any Employer which wilfully fails to comply

with any such reasonable request of the Trustees shall be liable for any penalties or damages which are thereby incurred.

G. Rules and Regulations. The Trustees are authorized to adopt from time to time additional rules and regulations relating to the Employer's obligations to make timely contributions to the Trust, the means by which the Trust may enforce such obligations, the documents which must be made available on audit, and such other matters necessary to assure the prompt and accurate payment of contributions due. Such rules may include the order in which payment, or partial payments, are credited to various Employer obligations. With respect to the rights of the Trust to enforce such rules and the rules set forth herein, all such rules shall supersede inconsistent provisions in underlying collective bargaining agreements to the extent that the latter provide for a later due date, lesser remedies in favor of the Trust for breaches of the obligation to contribute accurately and on a timely basis, or lesser recordkeeping and reporting requirements.

Section 19 - General Powers of Trustees: The Trustees shall administer and supervise the Trust, and perform such acts and duties as are necessary thereto.

In this connection the Trustees shall have full power and authority in such manner and upon such conditions as the Trustees may determine:

1. To hold, manage, improve, repair, preserve, lease without limit as to term (including leases extending beyond the

duration of the Trust), sell, exchange and otherwise deal with the Trust property; and

2. To invest and reinvest the Trust in any kind of property authorized by the laws of the State of California for the investment of Trust funds; provided that the Trustees shall not make any investment without securing the advice of a licensed investment manager or stock brokerage firm; and

3. To borrow money for the benefit of the Trust and to mortgage, pledge, or otherwise encumber the Trust property or any thereof as security therefor; and

4. To participate in reorganizations, consolidations, mergers, liquidations, or foreclosures, and to deposit or otherwise deal with securities constituting a part of the Trust property in connection therewith, and to do any and all other things necessary or incidental thereto; and

5. To vote or consent with respect to securities constituting a part of the Trust property, and to collect the income therefrom, pay assessments thereon, exercise options and subscriptions and conversion rights with respect thereto, hold the same either in the name of the Trustees or in the name of a nominee or nominees and otherwise deal with the same in such manner as the Trustees may determine; and

6. To appoint and employ such agents and employees as the Trustees deem necessary or advisable, including (without limiting

the generality of the foregoing) accountants, actuaries, attorneys, investment counselors and custodians of the Trust property; and

7. To incur and pay all taxes, assessments, costs, charges, fees and other expenses of every kind which the Trustees may deem necessary or advisable in connection with the establishment and administration of the Trust hereby created; and

8. To delegate, to the extent permitted by law, investment responsibility to an investment manager which qualifies as such under applicable law and which has acknowledged in writing that it is a fiduciary with respect to the Trust.

Section 20 - Trustees' Powers and Duties with Regard to Administration: The Trustees shall have the following powers, duties and discretion with regard to the administration of the Trust. To carry out the purposes of this Trust Agreement, these enumerated powers are conferred in addition to those conferred by law and, unless specifically limited herein or by law, all discretion conferred upon the Trustees shall be absolute and their exercise conclusive on all persons interested in this Trust. The enumeration of the following powers of the Trustees shall not limit their general powers.

1. To develop procedures to be followed by Employers in reporting Employer Contributions.

2. To develop procedures for the establishment of eligibility of Employees, including the means of affording Employees and Employers the opportunity to object thereto and to be heard thereon.

3. To prescribe rules and procedures governing the application of Employees for benefits, and the furnishing of evidence necessary to establish the rights of Employees to such benefits.

4. To make determinations, which shall be final and binding, on the right of any Employee to benefits, and the amount thereof, after affording the Employee a reasonable opportunity to present evidence.

5. To obtain and evaluate all statistical and actuarial data that may reasonably be required with respect to administration of the Trust.

6. To adopt written rules and regulations for the administration of the Trust, not inconsistent with the purposes of this Trust Agreement. Such regulations shall be available at the principal office of the Trust, for inspection by any interested person at any reasonable time.

7. To contract with health care providers for the provision and/or administration of benefits.

8. To be policyholders under policies of insurance as are necessary to provide benefits contemplated in the collective bargaining agreements or Health and Welfare Agreement.

9. To furnish information as required by the insurers for the administration of the policies of insurance.

10. To keep full and complete records of the Trust. The Trustors or their duly authorized agents shall have the right to

examine the books and records of the Trust, at reasonable times and subject to the best interests of the participants.

11. To set rates to be paid by employers and/or employees for benefits provided.

12. Such other powers necessary to the administration of the Trust for the benefit of its participants.

Section 21 - Deposit of Monies and Safekeeping of Trust: All cash received by the Trustees shall be deposited in appropriate financial institutions, subject to withdrawals as aforesaid, and to investment and reinvestment. The Trustees shall not be obligated to invest such cash except at such times as they in their discretion shall determine to be proper.

The Trustees shall have the power to contract with a corporate co-Trustee and investment managers to which the Trustees may share authority and discretion to manage and control assets of the Trust, including Trust income.

Section 22 - Reserve Funds: The Trustees may establish and maintain such reserve funds as they in their discretion shall determine to be necessary or desirable for the proper administration of the Trust.

Section 23 - Construction of Trust Agreement by Trustees and Finality of Decisions: The Trustees shall have the power and discretion to construe the provisions of this Trust Agreement and the benefit plans adopted and any such construction adopted by the Trustees in writing and in good faith shall be final and binding upon all

persons. The Trustees shall have the duty, authority and discretion to interpret, administer and apply the rules of qualification for benefits contained herein, and to ascertain which of these rules apply to any particular case.

Section 24 - Responsibility of Trustees: The Trustees shall be free to act upon any paper or document believed by them to be genuine and purporting to be made, executed and delivered by the person in whose name it purports to be, and to the full extent permitted by law, the Trustees shall not be liable for errors or mistakes in judgment connected with or pertaining to the administration of the Trust, other than willful misconduct or breaches of trust. The Trustees shall not be liable for any action taken or omitted by them in good faith nor for the act of any agent, employee, accountant, investment counsel, brokerage firm, actuary, or attorney selected by the Trustees with reasonable care. The Trustees shall assume no responsibility and shall not be liable for negligence, oversight, and carelessness to the full extent permitted by law, and their obligation hereunder shall be specifically limited to the safekeeping and payment of funds or property constituting part of the Trust. The Trustees may delegate any of their ministerial powers or duties hereunder to any of their agents or employees. No Employee or Employer need be joined or made a party to any proceeding against the Trustees or any Trustee.

Section 25 - Persons Dealing with Trustees: No person dealing with the Trustees in relation to the Trust shall be obligated to see to the application of any assets constituting part of the Trust, or

shall be obligated to inquire into the necessity or expediency of any act of the Trustees; and every instrument executed by the Trustees shall be conclusive in favor of every person thereby affected, (a) that at the time of delivery of the instrument this Trust Agreement was in full force and effect; (b) that said instrument was executed and delivered in accordance with the terms and conditions contained in this Trust Agreement; and (c) that the Trustees were duly authorized and empowered to execute and deliver such instrument. Any receipt given by the Trustees or any of them for any monies or other properties received by them or any of them shall effectually discharge the person or persons paying or transferring such monies or other property, and such person or persons shall not be bound to see to the application thereof, or be answerable for the loss or misapplication thereof.

Section 26 - Responsibilities of Persons Other Than Trustees:

Neither the Employers, any Employer Association, nor the Unions shall be liable in any respect for any obligations of the Trustees because such Trustees are in any way associated with any Employer, any Employer Association, or any Union, it being understood that the Trustees are not acting as the agent of any person, firm, or corporation.

Section 27 - Non-Liability of Trustees for Acts of Other Persons:

The Trustees shall not be liable for the acts or omissions of any Employer, Employer Association, or Union.

ARTICLE V - NON-DIVERSION OF TRUST

No part of the income of the Trust or the corpus thereof shall under any circumstances revert to any of the Employers or to any of the

Employees, or to be used for or diverted to purposes other than for the exclusive benefit of the Employees through the payment of benefits and the reasonable costs of administration of the Trust.

ARTICLE VI - AMENDMENT OF TRUST AGREEMENT

The Trust Agreement may be amended at any time by written agreement of the Trustees, provided that:

1. No amendment shall be valid which would permit a reversion of income or corpus to the Trust prohibited by Article VI hereof, or would permit use of the income of the Trust, or the corpus thereof, or division thereof, for purposes other than for the exclusive benefit of the Employees through payment of benefits.

2. No amendment shall be valid which would create an unequal number of Union Trustees and Employer Trustees.

3. No amendment shall be valid which would directly or indirectly take away the power to appoint an Employer Trustee without the written concurrence of at least all but one Employer Trustee.

ARTICLE VII - FUNCTIONS OF EMPLOYER ASSOCIATIONS AND UNIONS

Section 1 - Employer Associations: All acts that are required to be performed or which may be performed by an Employer hereunder (except the payment of Employer Contributions) may be performed on behalf of such Employers by the Employer Associations which are parties to this Trust Agreement, except as otherwise provided herein.

Section 2 - Unions: All acts that are required to be performed or which may be performed by a local Union hereunder may be performed on behalf of such local Union by the council of Unions representing

such local Union if such council is a party hereto. Any notice to any such local Union may be given to such council of Unions.

ARTICLE VIII - ADMISSION OF UNIONS AND EMPLOYEES

1. Any local Union may become a Union party to this agreement, with the approval of the Trustees, by executing a written agreement to be bound by this Trust Agreement, and by meeting such other requirements as may be imposed by the Trustees.

2. Any Employer may become an Employer party to this agreement, with the approval of the Trustees, by executing a written Health and Welfare Agreement providing for contributions to the Trust as required hereunder, by such Employer, and by executing a written agreement to be bound by this Trust Agreement, and by meeting any other requirements imposed by the Trustees.

ARTICLE IX - DEDUCTION OF EMPLOYER CONTRIBUTIONS

It is the intent and understanding of the parties that the Employer Contributions shall be allowable as deductions under the applicable provisions of the Internal Revenue Code of 1954, and the income tax laws of the State of California; that such Employer Contributions shall not constitute wages subject to withholding taxes or for the purposes of other statutes. The parties agree to make any amendments to this Trust Agreement to obtain, if needed, favorable rulings on the questions of the deductibility of Employer Contributions and the tax qualified status of the benefits provided.

ARTICLE X - TERMINATION OF TRUST

This Trust Agreement shall continue for the periods provided under the provisions of the collective bargaining agreements hereinabove referred to and for such other periods as may be provided for under the provisions of any agreement or agreements supplementing the said collective bargaining agreements or for such periods as may be necessary to wind up the affairs of this Trust. This Trust may be terminated by the Board of Trustees whenever there are no longer employers required to make contributions.

In the event that this Trust shall for any reason whatsoever terminate, the Trustees shall apply the funds in their possession to the purposes herein stated, and any balance, which cannot be so applied, to such other purposes consistent with and in performance of the purposes hereinabove set forth, as in the opinion of the Trustees will best effectuate the said purposes, and upon the disbursement of all the funds in the possession of the Trustees, this Trust shall terminate and the Trustees shall be discharged.

File: 0101
Trust Agreement

**AMENDMENT NUMBER ONE TO
AUTOMOTIVE INDUSTRIES WELFARE FUND
TRUST AGREEMENT
(Restated June 2002)**

In accordance with Article VII of the Automotive Industries Welfare Fund Trust Agreement, effective April 14, 2003, a new Article XI is added to the Trust Agreement to read as follows:

“XI. Use and Disclosure of Protected Health Information.

A. General Policy.

The Trust will use protected health information to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations issued thereunder by the Department of Health and Human Services (HHS). The Trust will use and disclose protected health information for:

- (1) purposes related to health care treatment, payment for health care and health care operations;
- (2) when authorized by a participant or a participant's personal representative; and
- (3) when required by law.

B. Definitions.

- (1) Protected Health Information is individually identifiable health information that is transmitted or maintained in any form or medium.
- (2) Individually Identifiable Health Information is health information created or received by the Plan which relates to the (a) past, present or future physical or mental health or condition of an individual, (b) provision of health care to an individual, or (c) past, present or future payment for the provision of health care to an individual that either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (3) Business Associate means a person who performs a function involving the use or disclosure of protected health information or provides legal, actuarial, accounting, consulting or other administrative or financial services on behalf of or for the Plan.
- (4) Treatment includes the provision, coordination and management of health care and related services.

(5) Payment includes activities undertaken by the Trust to obtain premiums or determine or fulfil its responsibility for coverage and provision of plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

- (a) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);
- (b) coordination of benefits;
- (c) adjudication of health benefit claims (including appeals and other payment disputes);
- (d) subrogation of health benefit claims and application of third party lien and workers compensation rules;
- (e) establishing employee contributions;
- (f) billing, collection activities and related health care data processing;
- (g) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to participant inquiries about payments;
- (h) obtaining payment under a contract for reinsurance (including stop-loss insurance);
- (i) medical necessity reviews or reviews of appropriateness of care or justification of charges;
- (j) utilization review, including precertification, preauthorization, concurrent review and retrospective review;
- (k) reimbursement to the plan;
- (l) administration of reciprocity with other plans; and
- (m) communication with a pension plan concerning payment of retiree health premiums.

(6) Health Care Operations include, but are not limited to, the following activities:

- (a) quality assessment;
- (b) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
- (c) rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;
- (d) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance);
- (e) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- (f) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
- (g) business management and general administrative activities of the Plan, including, but not limited to:
 - (i) management activities relating to the implementations of and compliance with HIPAA's administrative simplification requirements, or
 - (ii) customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;
 - (iii) resolution of grievances.

C. Uses and Disclosures Not Requiring Authorizations.

The Trust may use and disclose protected health information:

- (1) for treatment, payment and health care operations;
- (2) to the individual, or his or her duly authorized personal representative;

(3) where permitted by law after providing a participant notice and an opportunity to object to disclosure (unless notice is not possible) and no objection has been received, such as, depending on the circumstances, to some or all of the following persons: the spouse, domestic partner, relatives, close friend or other person designated in writing by the participant and involved in the care of the participant or involved in payment related to the participant's health care; and

(4) where required by law or for purposes of public health activities; or judicial and administrative hearings.

D. Consent

The Trust may, but need not, utilize and request the consent of a participant before disclosing protected health information even where an authorization is not required by law.

E. Authorization of the Participant or Beneficiary

In general, with an authorization which complies with both federal and any applicable California privacy laws, the Trust may disclose protected health information for the additional purposes permitted by law and by the authorization.

F. Minimum Necessary Use and Disclosure

In those situations in which it is required, the Trust will make reasonable efforts to limit use and disclosure of protected health information to the minimum necessary to accomplish the intended purpose.

G. The Joint Board Agrees to Certain Conditions

The Joint Board, as Plan sponsor under ERISA, agrees to:

(1) not use or further disclose protected health information other than as permitted or required by the Plan's rules or as required by law;

(2) ensure that any business associate to whom the Joint Board provides protected health information received from the Plan agrees to the same restrictions and conditions that apply to the Joint Board with respect to such protected health information.

(3) make protected health information available to a participant or beneficiary in accordance with HIPAA's access requirements;

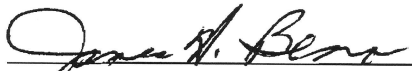


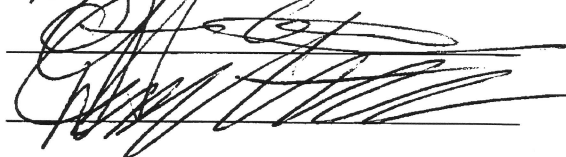
(4) make protected health information available for amendment and incorporate any amendments to protected health information in accordance with HIPAA;

(5) make available the information required to provide an accounting of disclosures; and

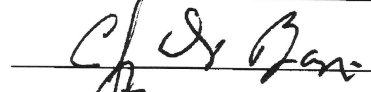
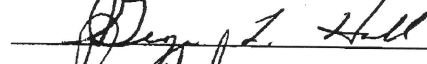


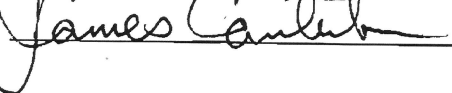
(6) make internal practices, books and records relating to the use and disclosure of protected health information received from the Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA."

Executed February 11, 2003 at Alameda, California.

UNION TRUSTEES

EMPLOYER TRUSTEES

**AMENDMENT NUMBER TWO TO THE
AUTOMOTIVE INDUSTRIES WELFARE FUND TRUST AGREEMENT
(Revised June 2002)**

1. Article IV, Section 19, paragraph 8, is amended in its entirety to read as follows, effective January 1, 2003:

“8. To delegate, to the extent permitted by law, investment responsibility to an investment manager which qualifies as such under applicable law and to delegate any other fiduciary responsibility in a manner consistent with applicable law.”

2. Article IV, Section 20, paragraph 4 is revised in its entirety to read as follows, effective January 1, 2003.

“4. To make some or all initial benefit determinations and to make determinations on review of some or all initial determinations which shall be final and binding on the right to benefits or to delegate that responsibility in a manner consistent with applicable law.”

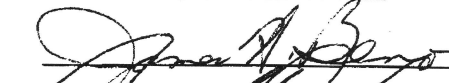

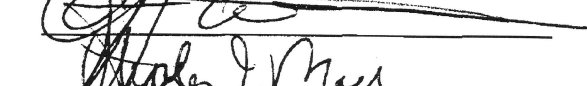
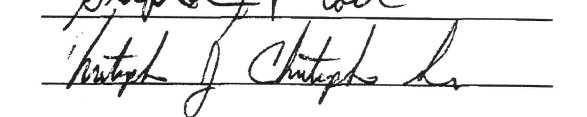
**AMENDMENT NUMBER TWO TO THE
AUTOMOTIVE INDUSTRIES WELFARE FUND TRUST AGREEMENT
(Restated June 2002)**

In accordance with Article VII of the Automotive Industries Welfare Fund Trust Agreement, the Trust Agreement is amended as follows:

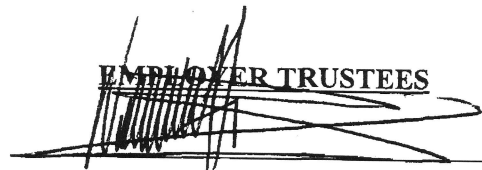

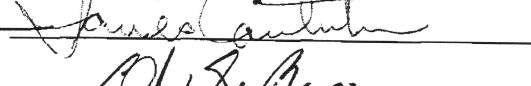
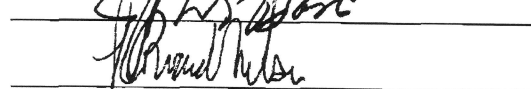
<u>Provision Amended</u>	<u>Effective Date</u>
1. Article IV, Section 19	January 1, 2003
2. Article IV, Section 20	January 1, 2003

Executed March 2, 2004 at Alameda, California.

UNION TRUSTEES

EMPLOYER TRUSTEES


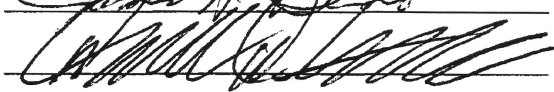





**AMENDMENT NUMBER THREE TO THE
AUTOMOTIVE INDUSTRIES WELFARE FUND TRUST AGREEMENT
(Restated June 2002)**

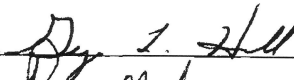
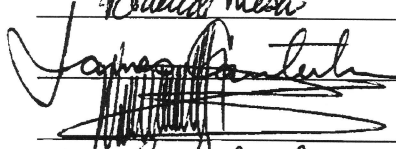
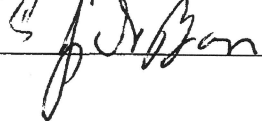
In accordance with Article VI of the Automotive Industries Welfare Fund Trust Agreement, the Trust Agreement is amended as follows:

<u>Provisions Amended</u>	<u>Effective Date</u>
1. Article I, Sections 7-11	January 1, 2005
2. Article IV, Sections 1-4	January 1, 2005
Executed <u>June 21</u> , 2004 at <u>Carmel</u> , California.	

UNION TRUSTEES


 Christopher J. Christopher
 Steve V. Kays
 Joseph R. Bepko


EMPLOYER TRUSTEES


 Roy L. Hill

 James J. Bepko


1. Effective January 1, 2005, Article I, Section 7 shall be deleted and Article I, Sections 8-11 shall be renumbered as Article 1, Sections 7-10, to read as follows:

"Section 7 - Trustee: The term "Trustee" as used herein shall include any person designated as a Trustee under or pursuant to Article IV of this Trust Agreement.

Section 8 - Union Trustee: The term "Union Trustee" as used herein shall mean any Trustee appointed solely by the Unions or on behalf of the Unions.

Section 9 - Employer Trustee: The term "Employer Trustee" as used herein shall mean any Trustee appointed solely by the Employers or on behalf of the Employers.

Section 10 - Employer Contributions: The term "Employer Contributions" as used herein shall mean payments made or required to be made into the Trust by an Employer."

2. Effective January 1, 2005, Article IV, Sections 1-3 are revised in their entirety to read as follows:

"Section 1 - Number of Trustees: There shall be twelve (12) Trustees of the Trust. Six (6) of the Trustees shall be appointed on behalf of the Unions in the manner hereinafter provided and shall be designated Union Trustees. Six (6) of the Trustees shall be appointed on behalf of the Employers in the manner hereinafter provided and shall be designated Employer Trustees. Alternate Employer Trustees and Union

Trustees may be appointed by the same procedure as successor Trustees are appointed, to act in the absence of a Trustee, or in the case of a Trustee's inability to act. The Trustees shall from time to time select a Chairman and a Secretary from among their membership. One (1) of these officers shall be selected from among the Employer Trustees and one (1) from among the Union Trustees.

The selection which occurred in June 2001 of Trustee Jim Beno as Chairperson and of Trustee George Hall as Secretary of the Board of Trustees under this Section shall be for a term ending at the first meeting of the Board of Trustees after January 1, 2003. The meeting and vote on the election of a Chairperson and of a Secretary for the next term shall occur within sixty (60) days after January 1, 2003. Thereafter, the term of office of the Chairperson and of the Secretary shall end at the first meeting of the Board of Trustees following the January 1st of each odd-numbered year. In each odd-numbered year a meeting and a vote on the election of a Chairperson and a Secretary for the following term shall occur within sixty (60) days after January 1st of that year. The Board of Trustees shall maintain at all times the authority to remove the Chairperson and the Secretary from those positions for good cause. Upon the mid-term death, resignation or removal of a Chairperson or a Secretary

of the Board of Trustees, the Board of Trustees shall elect a Trustee in a manner consistent with the rules of this Section to fill the vacant position for the duration of the term.

Section 2 - Appointment and Removal of Employer Trustees: The following entities currently have the power to appoint, maintain or remove one (1) Employer Trustee and successors to that Employer Trustee: (a) California Trucking Association, (b) Automotive Industries, Inc., (c) East Bay Automotive Jobbers Association, Inc., (d) East Bay Motor Car Dealers Association, Inc. and (e) California Metal Trades Association, Inc. In addition, the Employer Trustees may appoint, maintain or remove upon majority vote of Employer Trustees a sixth Employer Trustee and successors to that Employer Trustee. Alternatively, the Employer Trustees may designate in writing another Employer Association which represents one (1) or more Employers and which agrees in writing to be party to this Trust Agreement to appoint, maintain or remove the sixth Employer Trustee and successors thereto.

Section 3 - Appointment and Removal of Union Trustees: The following entities have the power to appoint Union Trustees in the numbers indicated. The East Bay Automotive Council shall appoint, maintain or remove four (4) Union

Trustees and successors to those Union Trustees. The Automotive Machinists Coordinating Committee of Northern California shall appoint, maintain or remove two (2) Union Trustees and successors to those Union Trustees.

Section 4 - Cessation of the Power to Appoint: An appointing power described in Sections 2 and 3, above, or its successors, shall cease to have the power to appoint, maintain or remove a Trustee if either (a) it ceases to exist in an active form or (b) it fails to deliver a written appointment of a successor Trustee to the Trustees within one hundred twenty (120) days of transmission of a written notice from the Trustees of the need to make such an appointment. The one hundred twenty (120)-day period may be extended in the sole discretion of the Trustees. In addition, any appointing power, with the exception of the Employer Associations specifically identified in Article II, Section 4 of this Trust Agreement, which ceases, after October 3, 1995, to collectively bargain on behalf of Employees or Employers in the Trust will cease to have the power to appoint, maintain or remove any Trustees.

If an entity with the power to appoint, maintain or remove an Employer Trustee ceases to have that power, the Trustee position shall be deemed vacant. The remaining Employer Trustees may by majority vote (1) appoint, maintain

or remove that Employer Trustee or successor, or (2) designate in writing an Employer Association which represents one or more Employers and which agrees in writing to be party to this Agreement to appoint, maintain or remove that Employer Trustee or successor Trustee.

If an entity with the power to appoint, remove or maintain a Union Trustee ceases to have that power, the Trustee position shall be deemed vacant and the remaining entity or entities with the power to appoint Union Trustees may by majority vote (a) appoint, maintain or remove that Union Trustee or successor Trustee, or (b) designate in writing another entity which represents one (1) or more Unions and which agrees in writing to be party to this Agreement to appoint, maintain or remove that Union Trustee or successor Trustee.

All appointments or removals shall be effective upon receipt by the Trustees of a written appointment by the authorized appointing power and a written acceptance by the appointed Trustee."

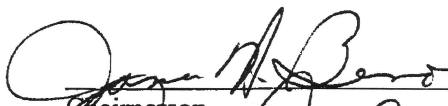


AMENDMENT NO. 4 TO THE
AUTOMOTIVE INDUSTRIES WELFARE TRUST AGREEMENT
(As Restated June 2002)

In accordance with Article VI of the Automotive Industries Welfare Trust Agreement, the Trust Agreement is amended as follows, effective January 1, 2005.


Provisions Added or Amended

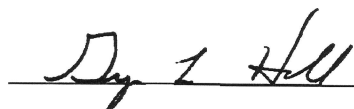
1. Article II, Section 4
2. Article IV, Section 2

UNION TRUSTEES


Chairperson



EMPLOYER TRUSTEES


Secretary



Executed 9/8, 2004 at Alameda, California.

1. Effective January 1, 2005, Article II, Section 4 is amended in its entirety to read as follows:

"Section 4 - Employer Association: The term "Employer Association" as used herein means Automotive Industries, Inc., East Bay Motor Car Dealers Association, Inc., and any other corporation or association representing Employers which executes a document in writing agreeing to become a party to and be bound by this Trust Agreement, which is hereafter filed with and approved by the Trustees."

2. Effective January 1, 2005, Article IV, Section 2 is amended in its entirety to read as follows:

"Section 2 - Appointment and Removal of Employer Trustees: The following Employer Associations have the power to appoint, maintain or remove one Employer Trustee and successors to that Employer Trustee: (a) Automotive Industries, Inc., (b) East Bay Motor Car Dealers Association, Inc., and (c) California Metal Trades Association, Inc. In addition, the Employer Trustees may appoint, maintain or remove upon majority vote of Employer Trustees a fourth, a fifth, and a sixth Employer Trustee and successors to those three Employer Trustees. Alternatively, the Employer Trustees may designate in writing one or more Employer Associations which represent Employers and which agree in writing to be party to this Trust Agreement to appoint, maintain or remove the fourth, fifth or sixth Employer Trustees and successors thereto."

**AMENDMENT NUMBER FIVE TO TRUST AGREEMENT OF
AUTOMOTIVE INDUSTRIES WELFARE FUND**

Pursuant to the provisions of Article VI of the Trust Agreement of the Automotive Industries Welfare Fund ("Trust Agreement"), the undersigned Trustees hereby amend the following provisions of the Trust Agreement as set forth on the following pages:

Provision Added

Article XII

Effective Date

April 20, 2005

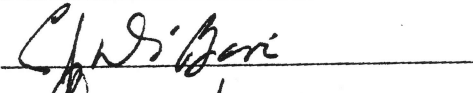
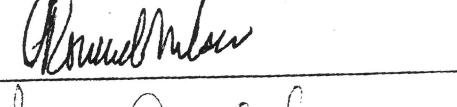

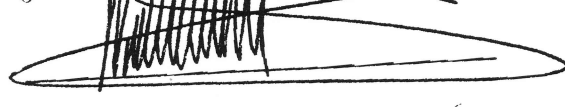


UNION TRUSTEES

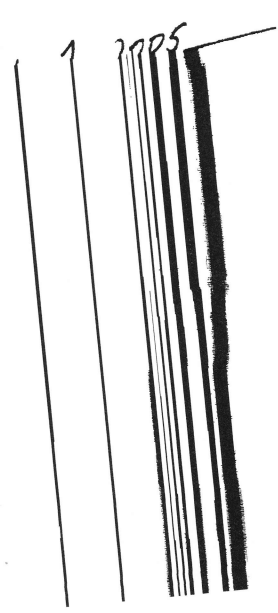







EMPLOYER TRUSTEES

1 2005


**AMENDMENT NUMBER FIVE TO TRUST AGREEMENT OF
AUTOMOTIVE INDUSTRIES WELFARE FUND**

Pursuant to the provisions of Article VI of the Trust Agreement of the Automotive Industries Welfare Fund ("Trust Agreement"), the undersigned Trustees hereby amend the following provisions of the Trust Agreement as set forth on the following pages:

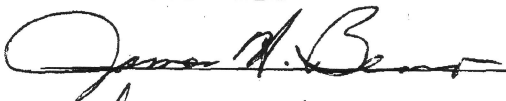

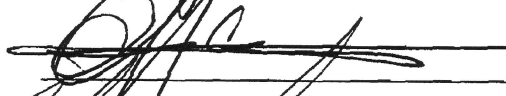

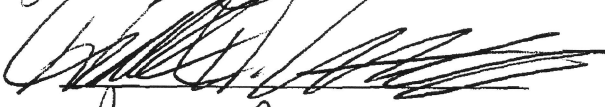
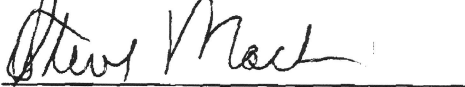
Provision Added

Effective Date

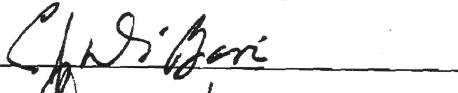

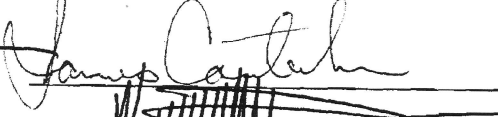
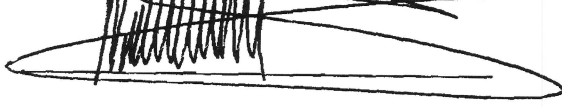
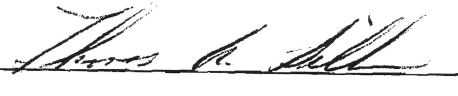

Article XII

April 20, 2005

UNION TRUSTEES

EMPLOYER TRUSTEES

Dated: March 1, 2005

Dated: March 1, 2005

**AMENDMENT NUMBER FIVE TO
AUTOMOTIVE INDUSTRIES WELFARE FUND
TRUST AGREEMENT**

Effective April 20, 2005, a new Article XII is added to the Trust Agreement to read as follows:

**"XII. SECURITY STANDARDS FOR THE PROTECTION OF ELECTRONIC
PROTECTED HEALTH INFORMATION**

A. General Policy. It is the policy of this Trust to implement, and have its business associates implement, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan.

B. Business Associates. All business associates providing services to the Plan or Trust must agree in writing to implement reasonable and appropriate security measures appropriate to their circumstances to protect the Plan's electronic protected health information in its possession.

C. Security Incidents. All business associates providing services to the Plan or Trust must agree in writing to report any security incidents with respect to the Plan's electronic protected health information of which it becomes aware to the Joint Board.

D. Joint Board. The Joint Board, as the Plan's sponsor, designates the trustees and any alternate trustees as being persons entitled to access to protected health information. Any electronic protected health information created, received, maintained or transmitted to or by the Joint Board shall be protected by reasonable and appropriate security measures. The Joint Board and its trustees will use electronic protected health information only for Plan administration activities and not for employment-related actions or for any purpose unrelated to Plan administration."

**AMENDMENT NUMBER SIX TO THE
TRUST AGREEMENT OF AUTOMOTIVE INDUSTRIES WELFARE FUND
(As Restated October 2001)**

In accordance with Article VII of the Automotive Industries Welfare Trust Agreement, the Trust Agreement is amended as follows, effective December 5, 2006.

Provisions Amended

1. Article IV, Section 14

UNION TRUSTEES

Chairperson

Christopher J. Christopher

[Signature]

[Signature]

[Signature]

Steve Nash

EMPLOYER TRUSTEES

[Signature]
Secretary

Greg L. Hill

C. J. Bor

James Cantelmo

[Signature]

Executed March 13, 2007 at Alameda, California.

1. Effective December 5, 2006, Article IV, Section 14 is amended in its entirety to read as follows:

"Section 14 – Deadlock Between Trustees:

(a) In the event the Union Trustees and the Employer Trustees deadlock on the administration of the Trust, the Union Trustees and the Employer Trustees shall agree upon an impartial arbitrator to decide such dispute; or in the event of their failure to agree within a reasonable length of time, an impartial arbitrator to decide such dispute shall be appointed by the District Court of the United States in and for the Northern District of California. The fees and expenses of such arbitrator shall be a proper charge against the Trust. Actual incurred and reasonable expenses for legal representation in the arbitration proceeding shall be paid up to the following limits. The Trust may pay for no more than fifty (50) hours for the representation of the Union Trustees and fifty (50) hours for the representation of the Employer Trustees at an hourly rate not to exceed the primary rate paid by the Trust to its retained legal counsel for legal representation outside of a retainer at the time the services were incurred.

(b) This Trust Agreement shall not be subject to the Adjustment Board or arbitration procedures set forth in any collective bargaining agreement."

**AMENDMENT NUMBER SEVEN TO THE
TRUST AGREEMENT OF AUTOMOTIVE INDUSTRIES WELFARE FUND**
(As Restated October 2001)

In accordance with Article VII of the Automotive Industries Welfare Trust Agreement, the Trust Agreement is amended as follows, effective February 25, 2007.


Provisions Amended

1. Article IV, Section 14


UNION TRUSTEES

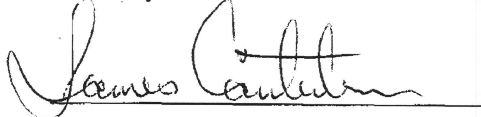

Chairperson





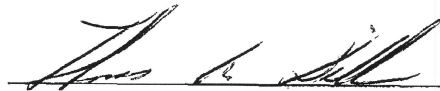

Christopher J. Christopher

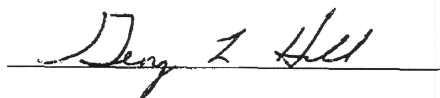
EMPLOYER TRUSTEES


Secretary







Executed June 19, 2007 at Pebble Beach, California.

1. Effective February 25, 2007, Article IV, Section 14 is amended in its entirety to read as follows:

"Section 14 – Deadlock Between Trustees:

(a) In the event the Union Trustees and the Employer Trustees deadlock on the administration of the Trust, the Union Trustees and the Employer Trustees shall agree upon an impartial arbitrator to decide such dispute; or in the event of their failure to agree within a reasonable length of time, an impartial arbitrator to decide such dispute shall be appointed by the District Court of the United States in and for the Northern District of California. The incurred fees and expenses of such arbitrator, the court reporter, the hearing room and any transcript, if requested by the Board on behalf of the Trust, shall be a proper charge against the Trust. Actual incurred and reasonable expenses for legal representation in the arbitration proceeding shall be paid up to the following limits. The Trust may pay for no more than fifty (50) hours for the representation of the Union Trustees and fifty (50) hours for the representation of the Employer Trustees at an hourly rate not to exceed the primary rate paid by the Trust to its retained legal counsel for legal representation outside of a retainer at the time the services were incurred.

(b) This Trust Agreement shall not be subject to the Adjustment Board or arbitration procedures set forth in any collective bargaining agreement."